



MasterCard® Consumer Credit Card Cardholder Agreement

This is the Agreement between Bethpage Federal Credit Unions (“we”, “our”, or “us”) and you concerning the MasterCard Consumer Credit Card Account (“Account”) and the individual MasterCard cards (“Card”) we have issued to you and other individuals at your request. This Agreement also governs the issuance and use of Convenience Checks, Balance Transfers and the use of your Cardholder Account to provide overdraft protection, if applicable. In this Agreement, the words “you” and “your” mean the individual who applied for the Account by completing an Account application, and all individuals to whom we issue Cards at your request, (collectively, the “Authorized Users”). You and we are sometimes collectively called the “Parties” and individually a “Party”. In addition, the following terms have these meanings in this Agreement:

- “Account Number” means the 16-digit number on the face of your Card.
- “Balance Transfer” shall mean a transfer of a credit balance from another credit card account to your Account.
- “Cash Advance” shall mean a loan from us to you other than a Credit Purchase. The following transactions are considered Cash Advances: requesting cash in person at any bank; making a credit transaction at participating ATM network machines; making a credit transaction through on-line banking; funding a wire transfer; purchasing money orders, travelers checks, lottery tickets, casino or gambling chips; or using a Convenience Check.
- “Convenience Check” shall mean a convenience check that we may provide to you from time to time.
- “Credit Limit” means the amount of credit we will make available to you under this Agreement. We will inform you of your Credit Limit in a letter we will send to you if your application is approved (the “Approval Letter”); however we may reduce your credit limit at any time in accordance with applicable law.
- “Credit Purchase” shall mean use of your Card or Account Number to purchase or lease goods and/or services.
- “Person” means, as the context requires, a human being and/or any firm, corporation, partnership (including, without limitation, general partnerships, limited partnerships, and limited liability partnerships), limited liability company, joint venture, business trust, association or other legal entity other than us.
- “Transaction” means each (a) Credit Purchase, (b) Cash Advance and (c) Balance Transfer.
- “Transaction Date” means the date you (a) obtain a Cash Advance, (b) use a Convenience Check or (c) make a Balance Transfer, as applicable.

You will have accepted this Agreement, including section 23 titled **WAIVER OF JURY TRIAL; LIMITATION OF DAMAGES**, when you activate any Card we have issued you by calling the activation telephone number included with the Card or by using the Card.

1. Use of Account.

- (a) You will not be able to perform a Transaction until you activate your Card.
- (b) You must sign your name on the signature panel on the back of your Card as soon as you receive it to protect you and us from claims of unauthorized use. You will be obligated to repay all Transactions initiated by any Person who uses your Card or Account with your permission.
- (c) You may make Credit Purchases by using your Card or Account Number at merchants that accept MasterCard credit cards.
- (d) You may obtain Cash Advances, in an amount not to exceed 75.00% of the difference between your Credit Limit and your outstanding Balance, by using your Card or Account Number at MasterCard-affiliated financial institutions, automated teller machines (“ATM”), using Convenience Checks and by other means permitted by MasterCard from time to time. If you obtain a Cash Advance from an ATM not owned by us, the ATM operator may also assess a fee.
- (e) If MasterCard overdraft protection is available and you enter into a separate MasterCard overdraft financing agreement with us, you may use a Cash Advance to pay overdrafts on the deposit accounts identified in such agreement.
- (f) We may, in our sole discretion, permit Balance Transfers from other credit card accounts to your Account. If the total amount of a Balance Transfer you request exceeds your Credit Limit, we may either send full or partial payment to your creditors in the order you provide them to us up to your Credit Limit or we may send you Convenience Checks for you to pay your creditors up to your Credit Limit. Allow at least two (2) weeks from account opening for processing. Continue paying each creditor until the transfer appears as a credit with your creditor. Balance Transfers incur finance charges from the Transaction Date. If you have a dispute with a creditor and pay that balance by transferring it to your new account, you may lose certain dispute rights.
- (g) You agree that you will not use your Card, Account Number, or Convenience Checks:
 - i) if we or you have suspended or cancelled your Card or Account;
 - ii) after you report them as lost or stolen;
 - iii) after you file a petition for bankruptcy;
 - iv) if you do not honestly expect to be able to pay your Balance (as defined in section 5(a)) in full; and
 - v) for any illegal purpose, such as illegal gambling.

2. **Convenience Checks.** We may make Convenience Checks available at our sole discretion. Convenience Checks may only be used by Persons whose names are pre-printed on them. Each Convenience Check must be completed and signed in the same way you complete a personal check. If you use a Convenience Check, it shall be deemed to be an authorization for a Cash Advance. Convenience Checks may only be written in U.S. Dollars. A Convenience Check cannot be used to make a payment on your Account. We are not responsible if any Person or device refuses to accept a Convenience Check.

- (a) We may refuse to pay a Convenience Check if:
 - i) it is postdated;
 - ii) the amount of the Convenience Check would, if paid, cause your New Balance (as defined in section 5) to exceed your Credit Limit or if your Account is in Default (as defined in section 20);

- iii) it is signed by a Person whose name is not pre-printed on its face;
 - iv) we or you have terminated or suspended your Card or Account for any reason;
 - v) it is written in a currency other than U.S. Dollars;
 - vi) if payment of the Convenience Check would exceed any limit imposed by us for security reasons pursuant to section 3(b); or
 - vii) you have reported that Convenience Check as lost or stolen by following the instructions in section 2(d).
- (b) At our election, we may pay or return postdated Convenience Checks without in either case waiting until the date shown on the Convenience Check.
- (c) You agree that we need not return cancelled Convenience Checks to you and that if you need evidence of payment represented by a Convenience Check a photocopy or similar reproduction will be satisfactory for such purposes.
- (d) Subject to this section 2, you have the right to stop payment on any Convenience Check that has not been paid or certified by us. Oral stop payment orders are valid for fourteen (14) calendar days, unless confirmed in writing within that period. A written stop payment order is valid for six (6) months unless you renew it in writing not less than two (2) weeks prior to the end of that period. If you want to stop payment of a Convenience Check, you must contact us at the telephone number or address listed in section 16. You must provide us with the check number, date transacted, dollar amount, the name of the payee and your full Account Number exactly as they appear on the Convenience Check on which you wish to stop payment. We shall not be liable under any circumstances for failure to effectuate a stop payment order if: (a) we have not received all necessary information within a sufficient time (at least twenty-four (24) hours) to afford us a reasonable opportunity to act on the order; (b) the Convenience Check has been lost, stolen or destroyed and ninety (90) calendar days have not elapsed since its issuance date; or (c) the Convenience Check is postdated. We shall not be liable for paying a Convenience Check over a valid and timely stop payment order unless you are able to demonstrate that you would not have otherwise been obligated to pay the Convenience Check or did not otherwise suffer damages. In that regard, you acknowledge that a stop payment order does not impact your obligation on a Convenience Check that has been negotiated to a holder in due course. If we recredit your Account after paying a Convenience Check over a valid and timely stop payment order, amendment or cancellation, you agree to transfer to us all of your rights against the payee or other holder of the Convenience Check and to assist us in any subsequent legal action taken by us against that Person. If payment of a Convenience Check has been approved, refused, or stopped, you agree to hold us harmless and indemnify us for any losses, expenses and costs, including attorneys' fees, incurred by you or us for allowing or preventing payment of such Convenience Check.
- 3. Honoring of Card.**
- (a) You agree that we are not responsible for, nor will we incur any liability to you if:
- i) any Person refuses to honor your Card, Account Number, or Convenience Check;
 - ii) an ATM or other device does not accept your Card or Account Number; or
 - iii) we are unable to authorize or process a Transaction on account of a Force Majeure Event. "Force Majeure Event" means any cause beyond our absolute control, including without limitation, acts of God, acts of war, riot, earthquake, fire, explosion, natural disaster, flooding, embargo, sabotage, and any government law, ordinance, rule, regulation, order or action.
- (b) We may limit the type, number or aggregate dollar amount of Transactions you are permitted to initiate in a day, week, or Billing Cycle (as defined in section 5) for security reasons. If we impose such limits, you agree that we will not be liable to you if we do not authorize or process Transactions in excess of those limits.
- (c) If you are in Default (as defined in section 20), we may decline to authorize Transactions until such Default is cured.
- (d) You understand and agree that:
- i) if you wish to authorize a merchant to initiate recurring preauthorized Transactions, it is your responsibility to provide accurate information concerning your Account to the merchant;
 - ii) if you wish to terminate a preauthorized Transaction, it is your responsibility to (A) contact the merchant, and (B) check your Periodic Statements (as defined in section 5) to confirm that the preauthorized Transaction was terminated;
 - iii) we will not be responsible to you for merchandise or services you purchase with your Card, Account Number, or a Convenience Check unless explicitly required by applicable law; and
 - iv) any refund, adjustment or credit allowed by a merchant (a "Credit Refund") shall not be by cash but rather by a credit advice to us which shall be shown as a credit on a Periodic Statement.
- 4. Promise to Pay.** You promise to pay for all Transactions, all Fees (as defined in section 11), finance charges (calculated using the methods described in section 7), and any other amounts that you are required to pay under this Agreement as and when they are due. When you use your Card, Account Number, or Convenience Checks, and whenever you authorize any Person to use them for any purpose, you represent to us that you have the intention and ability to pay for all Transactions initiated by you or that Person.
- 5. Periodic Billing Statements.**
- (a) Approximately once each month ("Billing Cycle"), we will make available to you a statement ("Periodic Statement") on the last day of each Billing Cycle ("Closing Date") during which:
- i) you have an outstanding debit or credit Balance,
 - ii) you initiate debit or credit Transactions,
 - iii) you make a payment that brings your Balance to zero (\$0.00), or
 - iv) we have imposed a finance charge.
- "Balance" means your New Balance (as defined in section 5(b)) together with all Fees and finance charges that accrue thereon until the date on which our records reflect that you owe no amounts to us (no debit balance) and we owe no amounts to you (no credit balance).
- (b) Each Periodic Statement will tell you, in addition to certain other information, (i) the Balance of your Account as of the Closing Date of the prior Billing Cycle (your "Previous Balance"), (ii) the amount of all Cash Advances (including

Convenience Checks), Credit Purchases, Balance Transfers, Credit Refunds, Fees, payments, and finance charges posted to your Account during the current Billing Cycle, and (iii) the Balance of your Account as of the Closing Date of the current Billing Cycle (your “New Balance”).

- (c) You promise to inform us promptly, in writing, if you change your address. If you do not promptly notify us of your address change, any notices and statements we send to your old address before we have had a reasonable time to process your address change notice will still be valid, even if you do not receive them.
 - (d) It is your responsibility to be sure that you have received a Periodic Statement each month (you may not receive a Periodic Statement if none of the circumstances described in section 5(a) occur). If you owe a debit Balance, you must pay your Minimum Payment even if you do not receive a Periodic Statement, unless we are prohibited from enforcing this provision by applicable law.
 - (e) We may provide annual statements (for review purposes only, not a Periodic Statement) to you which will identify Transactions according to merchant categories to help you with tax preparation and year end accounting.
6. **Minimum Payments.** You must pay the minimum payment amount specified on your Periodic Statement (the “Minimum Payment”) by the Due Date. Payments are applied in the manner stated in section 14. You must pay the Minimum Payment by the Due Date to avoid being in Default. Each Periodic Statement will indicate the Minimum Payment and Due Date based on the following:
- (a) The initial Minimum Payment is due 25 days after the first Closing Date following the activation of the Card (“Initial Due Date”). Following the Initial Due Date, the Minimum Payment is due each month on the same day of the month as the Initial Due Date even if the Due Date falls on a weekend or a holiday (together with the Initial Due Date, the “Due Date”).
 - (b) The Minimum Payment required is the New Balance if the New Balance is equal to or less than \$15.00.
 - (c) If the New Balance exceeds \$15.00, the Minimum Payment is 1.00% of that portion of the New Balance which does not exceed your Credit Limit (rounded up to the nearest dollar), plus, the entire portion of any Over-the-Credit Limit Amount, plus any amount past due. “Over-the-Credit Limit Amount” means the amount by which your New Balance exceeds your Credit Limit at any time. “Over-the-Credit Limit Transactions” are any Transaction that would cause you to exceed your Credit Limit at any time. You may “opt in” to Over-the-Credit Limit Transactions in writing by executing and delivering to us at the address in section 16, the Consent Form for Over-the-Credit Limit Transactions provided to you with your application, or by contacting us at the address or phone number in section 16 to receive further instructions as to how you may “opt in.”
 - (d) If the amount you pay is less than the amount necessary to pay the full Balance but more than the Minimum Payment (an “Excess Payment”), the Excess Payment will be applied to your Balance in the manner set forth in section 14(c). Making an Excess Payment will not result in a waiver of a Minimum Payment for any subsequent Billing Cycle.
 - (e) You may at any time pay all or any part of your Balance without penalty.
7. **Finance Charges.** We will impose finance charges on your Account by applying the Periodic Rate (as defined in section 8) to

your Average Daily Balance (as defined in this section under (a) for Cash Advances and Balance Transfers and under (b) for Credit Purchases). For each Billing Cycle that your Account is subject to a finance charge, a minimum total finance charge of \$2.00 will be imposed.

- (a) Finance Charge Calculation Method for Cash Advances and Balance Transfers (average daily balance including current Transactions). Finance charges on Cash Advances (including Convenience Checks) and Balance Transfers begin to accrue on the Transaction Date, or the first day of the next Billing Cycle in which the Cash Advance or Balance Transfer is posted to your Account, whichever date is later. The Cash Advance and Balance Transfer finance charges for a Billing Cycle are computed by applying the Periodic Rate to the “Cash Advance and Balance Transfers Average Daily Balance” of your Account. To calculate your Cash Advance and Balance Transfers Average Daily Balance, we (i) take the beginning Balance of your Cash Advances and Balance Transfers on each day in the Billing Cycle (including the Closing Date), add new Cash Advances and Balance Transfers, and subtract payments (which shall not include any related Fees or unpaid finance charges), received during the billing cycle (the “Cash Advance and Balance Transfers Daily Balance”), and (ii) divide the total of the Cash Advance and Balance Transfers Daily Balances in the Billing Cycle by the number of days in the Billing Cycle.
 - (b) Finance Charge Calculation Method for Credit Purchases (average daily balance including current Transactions). If you pay the New Balance shown on a Periodic Statement in full by the Due Date, you will avoid incurring finance charges on the Credit Purchases reflected on your Periodic Statement, and on any new Credit Purchases that appear on your next Periodic Statement. Your Due Date is at least 25 days after the close of each Billing Cycle. We will not charge you any interest on Credit Purchases if you pay your entire balance by the Due Date each month. The finance charges for Credit Purchases in a Billing Cycle are computed by applying the monthly Periodic Rate to your “Purchases Average Daily Balance.” To calculate your Purchases Average Daily Balance, we (i) take the beginning Balance of your Credit Purchases on each day in the Billing Cycle (including the Closing Date) (which shall not include any related Fees or unpaid finance charges), add new Credit Purchases, and subtract payments received during the billing cycle that exceed the total payments that will be applied, pursuant to section 14(c), to Cash Advances and Balance Transfers during the billing cycle plus new Cash Advances, Balance Transfers, and Credit Refunds (the “Purchases Daily Balance”), and (ii) divide the total of the Purchases Daily Balances in the Billing Cycle by the number of days in the Billing Cycle.
 - (c) Accrual of Finance Charges. If (i) you obtain a Cash Advance or make a Balance Transfer, or (ii) the payments and Credit Refunds posted to your Account during the 25 day period after the Closing Date of your prior Periodic Statement are less than the New Balance, then the next Periodic Statement will include finance charges. Finance charges, at the annual percentage rate (“APR”) calculated in the manner set forth in sections 8 through 10, begin to accrue on the date specified in section 7(a) for Cash Advances and Balance Transfers, and on the posting date for Credit Purchases. Finance charges will continue to accrue on the amount of your Payment until the date we post a payment to your Account (subject to your ability to avoid certain finance charges by paying the New Balance in full as described in section 7(b)).
8. **Periodic Rate.** The “Periodic Rate” is the APR divided by 12. Subject to Section 20(b). Your APR will be the Index Rate (as

defined in section 9) plus a Margin (as defined in section 10) and your periodic rate will be such APR divided by 12. The APR may change (increase or decrease) on the first day of your Billing Cycle that follows each Index Rate Adjustment (as defined in section 9) based on movements in the Index Rate. An increase in the APR means that you will be required to pay a higher percentage interest rate on your Average Daily Balance. In addition, an increase in the APR may increase your Minimum Payment.

9. **Index Rate.** The “Index Rate” is the highest Prime Rate published in the “Money Rates” column of *The Wall Street Journal* (“WSJ”) (the “Prime Rate”) in the month preceding the billing cycle. (such date is an “Index Rate Adjustment Date”). The new Index Rate will take effect on the first day of your next Billing Cycle that follows an Index Rate Adjustment Date. If the APR increases, your Minimum Payment amount may increase and if you only pay the Minimum Payment, it will take you longer to pay what you owe in full. We use the Prime Rate solely as a pricing index and do not represent it to be the lowest or best interest rate available to any of our borrowers at any given time. If WSJ ceases to publish a Prime Rate, we may substitute another rate published in another publication or another index which we do not control as the Index Rate.
10. **Margin.** We will add a “Margin” to the Index Rate to calculate the APR. The Margin for each Transaction type is shown on the Consumer MasterCard Credit Card Disclosure attached to this Agreement and incorporated by reference (the “Disclosure”).
11. **Fees.** We may assess the following fees in connection with your Account, in the amounts set forth on the Disclosure (collectively, “Fees”):
 - (a) **Annual Fee:** An Annual Fee for accessing your Account may be imposed if an Annual Fee is included on the Disclosure. If so, it will be imposed no more often than one time each calendar year.
 - (b) **Balance Transfer Fee:** A Balance Transfer may be imposed if a Balance Transfer Fee is included on the Disclosure. A Balance Transfer Fee will be imposed at the time of each Balance Transfer.
 - (c) **Cash Advance Fee:** A Cash Advance Fee will be charged at the time you obtain a Cash Advance.
 - (d) **Foreign Transaction Fee:** A Foreign Transaction Fee will be imposed if a Foreign Transaction Fee is included on the Disclosure for each Transaction made in a foreign currency and any transaction made in U.S. dollars that is processed outside of the United States is calculated in U.S. dollars.
 - (e) **Late Payment Fee:** The Late Payment Fee based on your balance as of the day the Late Payment Fee is assessed will be imposed if you do not make a payment before the 10th day after your Due Date.
 - (f) **Over-the-Credit Limit Fee:** If any Transaction on your Account exceeds your Credit Limit and you have “opted in” to Over-the-Credit Limit Transactions by the method set forth in section 6(c), we may charge an Over-the-Credit Limit Fee if the fee is included on the Disclosure.
 - (g) **Returned Payment Fee:** If any payment you send us on your account is returned unpaid, for any reason, we may charge a Return Payment Fee.
 - (h) **Copying Charges:** If you request a copy of a Transaction receipt, Convenience Check or Periodic Statement, unless it is in connection with a billing error resolution process, we may impose a fee for each copy.
12. **Currency Conversion and International Transactions.** Purchases and Cash Advances made in a foreign currency or made

outside the United States will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by MasterCard from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate MasterCard itself receives or the government-mandated rate in effect for the applicable central processing date. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date. A fee of 3.00% of the amount of the transaction, calculated in U.S. dollars, will be imposed on any and all Transactions, including Credit Purchases, Cash Advances and credits to your account, that are made in a foreign currency or that you complete or a merchant completes on your card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies, or U.S. consulates.

13. **Credit Limit.** You agree not to use your Card, Account Number, or Convenience Checks to attempt to obtain credit in excess of your Credit Limit. If we change your Credit Limit, we will notify you in accordance with applicable law and, if permitted to do so, we may notify you of Credit Limit changes on your Periodic Statement. Unless you have “opted in” to Over-the-Credit Limit Transactions by the method set forth in section 6(c), we will not authorize Transactions that will create an Over-the-Credit Limit Amount, except in our sole discretion. If you do engage in an Over-the-Credit Limit Transaction, you agree to pay us the Over-the-Credit Limit Amount, plus applicable finance charges immediately upon receipt of notice from us, and if you have “opted in” to Over-the-Credit Limit Transactions, you also agree to pay the Over-the-Credit Limit Fee. You will only pay one Over-the-Credit Limit Fee per Billing Cycle, even if you go over your Credit Limit multiple times in the same Billing Cycle. Even if you have “opted in” to Over-the-Credit Limit Transactions, we are not required to authorize Transactions that will create an Over-the-Credit Limit Amount. If we do extend credit in excess of your Credit Limit, we are not obligated to do so in the future. We can increase or decrease your Credit Limit at any time.
14. **Payments.**
 - (a) **Payment Obligations.** All payments made on your Account must be made in U.S. Dollars and according to one of the methods set forth in this section 14(a)(i)-(iv). Any check or money order used to make a payment on your Account must be drawn on a financial institution located in the United States or its territories. You may not use proceeds of other loans with us or Cash Advances (including Convenience Checks) to make payments to your Account. You may make payments to your Account by any of the following methods:
 - i) You may automatically make recurring payments via Automated Clearing House (“ACH”) direct debit transactions by authorizing us to automatically debit your deposit account by executing and delivering to us the written Direct Debit Authorization included with your Account application or which you may obtain from us by contacting us at the number in section 16.
 - ii) Payments may be made by delivering your payments to our office location(s) during regular business hours if accompanied by your Account Number or payment stub.
 - iii) Payments may be made by telephone if accompanied by your Account Number and you call the following number:

(866) 820-3847

- iv) Payments may be made by mail if all of the following requirements are met:
 - (1) Accompanied by your Account Number or payment stub;
 - (2) Paid by check or money order (do not send cash by mail); and
 - (3) Sent to the following address:

Customer Service
P.O. Box 37603
Philadelphia, PA 19101-0603

- v) Payments may be made electronically via ACH or another payment method if accompanied by your Account Number, your name and the payment amount.

We may accept payments that are late, are partial payments, are made with other negotiable instruments, or are marked with restrictive endorsements such as "payment in full" without losing any of our rights under this Agreement. If we accept a payment that does not conform to the requirements set forth in this section 14(a), finance charges may accrue for the period between the day we receive your payment and the day we credit the payment to your Account. If we accept a payment for an amount in excess of your New Balance, your Credit Limit will not be increased by the amount of such overpayment, nor shall we be required to authorize Transactions for an amount in excess of your Credit Limit.

- (b) Crediting of Payments. Unless otherwise specified in this section 14(b) and except as limited by applicable law, payments that conform to the requirements set forth in section 14(a)(i)-(v) above will be credited to your Account as of the date we receive them if we receive them by 5:00 p.m. eastern time and, if the payment is received by us after 5:00 p.m. eastern time, on the next business day, except when a delay in crediting your Account does not result in a finance or other charge. If the Due Date falls on a weekend or holiday, we will treat any payment received by us at the post office box address shown on your Periodic Statement by 5:00 p.m. eastern time on the next business day as being received by us on the Due Date. Payments mailed in accordance with the billing instructions included on your Periodic Statement will be credited as set forth in this section 14(b), but may not be posted to your Account for up to five (5) days after we receive them. Any finance or other charges imposed because of the delay between the date we receive your payment and the date your payment is posted will be credited to you on the next Billing Cycle. If we accept a payment that does not conform to the requirements set forth in section 14(a)(i)-(iv) above, such nonconforming payment shall be credited to your Account within five (5) days of the date we receive it. If we do not receive or accept payments on the Due Date (because, for example, the U.S. postal service does not deliver mail on that date and you are making a payment by mail), then we will deem payments that we receive on the next business day as timely. We will not impose a separate fee for you to make payments unless the applicable payment method involves an expedited (i.e. same day or next day) service by our representative.
- (c) Payment Application. We will apply Minimum Payments in the following order: finance charges on Cash Advances, finance charges on Balance Transfers, finance charges on Credit Purchases, Fees, previous cycle Cash Advances, previous cycle Balance Transfers, previous cycle Credit Purchases, current cycle Cash Advances, current cycle Balance Transfers, and current cycle Credit Purchases. To the

extent required by applicable law, each time you make an Excess Payment, we will apply the Excess Payment amount to that component of your Balance on which the highest APR is assessed until it is paid in full. Thereafter, we will apply Excess Payments to the remainder of your Balance in successive order of declining interest rate until it is paid in full. Return credits are applied first to previous, then to current, cycle Credit Purchases with any remainder applied as a payment. We may accept payments that do not conform to the requirements as set out in your Periodic Statement, and shall post such payments within five (5) days after we receive them. Payments and return credits posted after the Due Date, or that total less than the New Balance, will reduce the Balance (and the Average Daily Balance) as of the date posted, but will not avoid a finance charge.

- 15. **Others Using Your Account.** If you allow a Person (including but not limited to an Authorized User) to use your Card, Account Number, or Convenience Checks, you understand and agree that you are obligated to pay for all Transactions initiated by such Person as well as all Fees associated with those Transactions, whether or not you notify us that they are authorized to use your Card, Account Number, or Convenience Checks. You may terminate a Person's right to use your Card, Account Number, or Convenience Checks by taking the following actions:

- (a) Recover possession of the Card and any Convenience Checks in such Person's possession; and
- (b) Notify us in writing that such Person's authority to use the Card, Account Number, and Convenience Checks is terminated, at which time such Person will be a "Terminated User".

- 16. **Unauthorized Use.**

- (a) If your Card is lost or stolen, or if you think that someone is using your Card, Account Number, or Convenience Checks without your permission, notify us immediately, orally or in writing at:

Customer Service
P.O. Box 31112
Tampa, FL 33631-3112
(800) 449-7728

- (b) You may be liable for the unauthorized use of your Card, Account Number, or Convenience Checks that occurs prior to you notifying us of such use. Your liability shall not exceed \$50.00 or the amount of money, property, labor or services obtained by the unauthorized use before you notify us, whichever is less. You will not be liable for unauthorized use that occurs after you notify us, either by telephone or in writing, of the loss, theft, or possible unauthorized use of your Card, Account Number, or Convenience Checks and we have had a reasonable opportunity to act on such notice. In no event shall we be obligated to reissue a lost or stolen Card.
- (c) You agree that we and our agents or service providers may monitor and/or record all telephone communications between you and us.
- 17. **MasterCard Zero Liability.** Subject to certain limitations set forth in this section, MasterCard offers you protection for Fraudulent Transactions initiated on your Account (the "MasterCard Zero Liability Policy"). Your rights under the MasterCard Zero Liability Policy are in addition to any rights you have under applicable law, as stated in the billing rights statement set forth at the end of this Agreement.

- (a) Limitations of MasterCard Zero Liability Policy. The MasterCard Zero Liability Policy offers protection for Fraudulent Transactions, but does not offer protection for Unprotected Transactions. "Fraudulent Transactions" means Transactions initiated by a Person who obtains your Account Number or Card without your knowledge or consent. "Unprotected Transactions" means Transactions (i) initiated at ATMs, (ii) PIN Transactions not processed by MasterCard, and (iii) Transactions by Authorized Users that exceed the authority you give them.
- (b) Notification. You must give us notice (a "Zero Liability Notice") if Fraudulent Transactions appear on a Periodic Statement (a "Fraudulent Activity Statement") promptly after the Fraudulent Activity Statement is first made available to you. A Zero Liability Notice is promptly given if you provide it within a reasonable time after a Fraudulent Activity Statement is made available to you. You and we agree that a Zero Liability Notice given to us more than 60 days after a Fraudulent Activity Statement is made available to you is presumed not to be given within a reasonable time.
- (c) Timing of Provisional Credit. We will give you provisional credit for any Fraudulent Transactions with respect to which you have given us a prompt Zero Liability Notice. We will generally make provisional credit available to you within 5 business days (or such earlier time as may be required by applicable law) after you give us a prompt Zero Liability Notice.
- (d) Our Provisional Credit Actions. We may withhold, delay, limit, or rescind provisional credit if we conclude, after verification and investigation of your claim, account standing, and history, that (i) Fraudulent Transactions occurred on account of your gross negligence or fraud, and/or (ii) you did not promptly report unauthorized use of your Card, Convenience Checks, or Account Number as required in section 16.
18. **Termination.** Either you or we may terminate or suspend your credit privileges under this Agreement at any time, to the extent permitted by applicable law. To terminate your Account, or any Terminated User's Card or Convenience Checks, you must notify us in writing. We will terminate your Account upon your death. Upon termination or suspension, you (or your estate) are still obligated to pay your Balance. If you or any Terminated User continue to use a Card, Account Number, or Convenience Checks after you receive notice of termination or suspension from us and we pay a fee to a Person to recover such Card or Convenience Checks, the amount of that fee may be charged to your Account as a Credit Purchase, even after your Account has been closed.
19. **Other Loans You Have With Us; Right of Offset.** If you have other loans or credit extensions from us, or take out other loans or credit extensions from us in the future, collateral securing those loans or credit extensions may also secure your obligations under this Agreement. If you have executed a written agreement granting a security interest in any deposit accounts (checking, savings, or money market accounts) or other funds held by us to secure your obligations under this Agreement, or any other agreement with us, such accounts and/or funds are additional collateral for your obligations to us arising from use of your Card or Account.
20. **Default.**
- (a) You will be in ("Default") on this Agreement if:
- i) you do not pay at least the Minimum Payment on or before the Due Date;
 - ii) you become subject to bankruptcy or insolvency proceedings;
 - iii) you or your property are subject to attachment or garnishment proceedings;
 - iv) you are in default on any other loans or credit extensions from us;
 - v) you provide us with any false information or signature; or
 - vi) you fail to comply with any provision of this Agreement.
- (b) If you are (i) in Default under Section 20(a)(i) for more than 60 days, or (ii) in Default under any other provision of Section 20(a), upon notice and otherwise in accordance with applicable law, we may increase your APRs (including any introductory APR) for all Transactions up to the Penalty APR and the Penalty APR may be applied to your Account. If the Penalty Rate is applied to your Account due to a Default under Section 20(a)(i), your APRs may be reduced from the Penalty APR after six consecutive months of making payments on time beginning with the first payment following the effective date of the increase. If the Penalty APR is applied to your Account due to a Default under any other provision of Section 20(a), the Penalty APR could apply to your Account indefinitely. The "Penalty APR" will be calculated by adding a 18.90% Margin to the Index Rate, as set forth on the Disclosure. If you are in Default, you authorize us to apply the funds in any deposit account in which we have a security interest to pay your Balance. If your Account is referred for collection to an attorney who is not one of our salaried employees, you agree to pay reasonable attorneys' fees as determined by the court, plus assessed court costs. Our failure to exercise any of our rights under this Agreement, including acceptance of a payment or late payment fee after a Due Date or after you have exceeded your Credit Limit, does not mean that we have waived our rights, nor will such failure prevent us from exercising our rights later. Upon termination, you must return all Card(s) (cut in half) and all Convenience Checks (marked "Void") to us.
21. **Change of Terms.** To the extent permitted by applicable law, we may change the terms of this Agreement at any time including, but not limited to, the APR, the formulas we use in computing the finance charge, the method of computing the Minimum Payment, the types and amounts of Fees, and the method we use to calculate the Average Daily Balance on which the finance charge is assessed. If we change this Agreement, we will give you notice as required by applicable law. If applicable law does not provide you with a right to reject the change or changes, such change in terms will become effective upon the later of 45 days from the date of mailing or the date specified in the letter providing you with notice of the change in terms. If applicable law provides you the right to reject and you do not wish to accept the change or changes, you may reject the change or changes by notifying us of the rejection prior to the effective date of the change or changes at the toll-free telephone number provided in the notice. If you reject the change or changes, your ability to use the Account for further advances will be terminated. The following do not constitute a change of the terms of this Agreement: (a) an increase or decrease to the APR as a result of an increase or decrease to the Index Rate, and (ii) a change to the address or telephone numbers provided in sections 14 or 16.
22. **Law that Applies.** This Agreement, your Card, your Account and all Transactions hereunder are governed by New York and federal law. If any provision of this Agreement is held invalid, all valid provisions remain in effect.
23. **WAIVER OF JURY TRIAL; LIMITATION OF DAMAGES. BY ACTIVATING OR USING YOUR CARD, YOU AGREE AND UNDERSTAND THAT YOU ARE GIVING UP THE**

RIGHT TO TRIAL BY JURY AND LIMITING YOUR AVAILABLE DAMAGES TO THE EXTENT PERMITTED BY APPLICABLE LAW. To the fullest extent permitted by law, you irrevocably and voluntarily waive any right to trial by jury (which we also waive) in any action, suit, proceeding or counterclaim of any kind arising out of or otherwise relating to this Agreement, any Transaction, your Account, your Card or any of our actions or inactions in respect of any of the foregoing. To the fullest extent permitted by law, you also waive any right you may have at any time to claim or recover in any litigation or other dispute involving us, whether the underlying claim or dispute sounds in contract, tort or otherwise, any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. You acknowledge that we are relying upon and would not enter into this Agreement on the terms and conditions set forth herein but for your waivers and agreements under this section 23. This section 23 will survive: (i) termination or changes in this Agreement or the relationship between you and us concerning your Card or Account; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of your Card and Account, or any amounts you owe to us, to any other Person.

24. **Forum.** By activating or using your Card, you:

- (a) consent to the jurisdiction of any state or federal court located within Harrison County, Missouri (collectively, the "Chosen Forum");
- (b) waive any objection to jurisdiction and venue of any action instituted against you as provided herein;
- (c) agree not to assert any defense based on lack of jurisdiction or venue; and
- (d) agree not to assert against us, or our agents or affiliates, if applicable, (except by way of a defense or counterclaim in a proceeding initiated by us) any claim or other assertion of liability relating to this Agreement, any Transactions, your Account, your Card or any of our actions or inactions in respect of any of the foregoing in any jurisdiction other than the Chosen Forum.

Nothing in this Agreement shall affect our right to bring any action or proceeding relating to this Agreement, any Transactions, your Account or your Card against you or your properties in courts of other jurisdictions.

25. **Notices.** Notices we give to you in writing shall be deemed to have been given on the day they are deposited in the United States mail, properly addressed, with postage prepaid, to the address we have for you in our records. Notices that you send us must be in writing to the address in section 16 unless otherwise specified by us and will be effective when we actually receive them.
26. **Updating and Disclosing Financial Information.** You agree to update the information contained in your application for an Account and any supplemental financial information you provided by writing to us at the address set forth in section 16. You agree that we may, from time to time, make inquiries pertaining to your credit standing and financial responsibility in accordance with applicable law. You also authorize us to obtain a credit report on you at any time in the future in connection with our review of your Account. We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

27. **State-Specific Disclosures.**

California Residents: You: 1) may after credit approval, use the credit card account up to its credit limit; 2) may be liable for amounts extended under the plan to any joint application. As

required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Ohio Residents: Ohio anti-discrimination laws require creditors to make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on individuals upon request. The Ohio Civil Rights Commission administers these laws.

New York and Vermont Residents: We may obtain at any time your credit reports for any legitimate purpose associated with the account or the application or request for an account, including but not limited to reviewing, modifying, renewing and collecting on your account. On your request you will be informed if such a report was ordered. If so, you will be given the name and address of the consumer reporting agency furnishing the report. New York residents may contact the New York State Banking Department (1-800-518-8866) for a comparative list of credit card rates, fees, and grace periods.

Married Wisconsin Applicants: No provision of any marital property agreement, unilateral statement, or court order applying to marital property will adversely affect a creditor's interests unless prior to the time credit granted, the creditor is furnished with a copy of the agreement, statement or court order, or has actual knowledge of the provision. All obligations on this account will be incurred in the interest of your marriage or family. You understand that we may be required to give notice of this account to your spouse. **Married Wisconsin residents must furnish their name and social security number as well as the name and address of their spouse to the following address:**

Bethpage Federal Credit Union
899 S Oyster Bay Road
Bethpage, NY 11714

28. **Disclaimer of Liability.** You may be offered certain benefits and services as a member of our MasterCard Consumer Card Program and holder of a Card. We reserve the right to adjust, add or delete benefits and services at any time. We offer the Card, the Account, and related services and benefits in our interest and disclaim any duty or responsibility other than as expressly set forth in this Agreement.
29. **Assignment.** Cards and Convenience Checks issued under this Agreement are our property, and you must surrender them to us upon demand. We may cancel or repossess Cards and Convenience Checks, and revoke your privilege to use them, at any time without prior notice. We have the right to assign and transfer your Account and any of our rights under this Agreement without your consent or notice to you. The Person to whom the Account and Agreement is assigned shall be entitled to all of our rights under this Agreement. You cannot transfer or assign your Account or Card to anyone.
30. **Captions for Reference Only.** Captions are intended solely as aids to convenient reference, and no inference as to intent with respect to this Agreement may be drawn from them.
31. **Addendum or Disclosure.** All addenda and disclosures given to you in connection with your Card and Account are incorporated by reference into this Agreement.
32. **Credit Card Tips from the Consumer Finance Protection Bureau.** To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Finance Protection Bureau at <http://www.consumerfinance.gov/learnmore>.

33. **Telephone Calls, Call Monitoring and Recording.** When you give a telephone number directly to us or our agents, or place a telephone call to us or our agents, you authorize us or our agents to place calls to you at that number. You understand that a “telephone number” includes a cell phone number or VoIP and “calls” include both telephone calls and text messages to or from your phone, cell phone or VoIP. As examples, we may place calls to you about fraud alerts, deposit holds, and collection of amounts due to us on your account. When we or our agents make calls to you, we may use automatic dialers and artificial, text, or prerecorded messages. You agree to notify us immediately of any change in your telephone number(s). You authorize us and our agents to monitor and record telephone conversations and other electronic communications you have with us and with our agents for reasonable business purposes, such as security and quality assurance. We may not remind you that we may be monitoring or recording a call at the beginning of the call unless required by law to do so. You consent and agree in advance to these terms and conditions.

YOUR BILLING RIGHTS
KEEP THIS NOTICE FOR FUTURE USE.

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at:

Customer Service
P.O. Box 31112
Tampa, FL 33631-3112

In your letter, give us the following information:

- **Account Information:** Your name and account number.
- **Dollar Amount:** The dollar amount of the suspected error.
- **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay us the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- **If we made a mistake:** You will not have to pay the amount in question or any interest or other fees related to that amount.
- **If we do not believe there was a mistake:** You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow the rules above, you do not have to pay the first \$50.00 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)

2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

Customer Service
P.O. Box 31112
Tampa, FL 33631-3112

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.